

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:

Mashinsky et al.

Application No.: 09/368,828

Group Art Unit: 2743

Filed: August 5, 1999

Examiner: Tieu, B.

For: ASSIGNING TELECOMMUNICATIONS  
SERVICES TO MATCHABLE CLASSES

Atty. Docket No.: 9118-037

TERMINAL DISCLAIMER

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Your Petitioner, represents that (s)he holds the position of

PRESIDENT of ANIP, Inc., the assignee of the entire right, title and interest in and to the above identified application by virtue of an assignment which was recorded on November 24, 1999 [copy attached as Ex. A].

Petitioner hereby disclaims the terminal part of any patent granted on the above identified application that would extend beyond the expiration date of U.S. Patent No. 6,005,926 and hereby agrees that any patent so granted on the above identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,005,926.

Petitioner further agrees that this agreement is to run with any patent granted on the above identified application and is to be binding upon the grantee, its successors, and assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,005,926 in the event that said patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

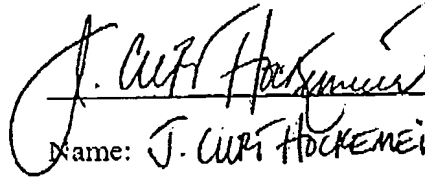
Petitioner hereby confirms that he has reviewed the assignment and, to the best of his knowledge and belief, title is in the assignee seeking to take action in this matter and that he is empowered to act on behalf of ANIP, Inc.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 8<sup>th</sup> day of January, 2001.

ANIP, Inc.

By:

  
Name: J. CURT HOCKEMEIER

Position: PRESIDENT / CEO

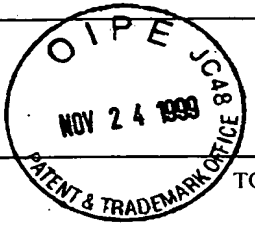


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Ex. A

D. #

Express Mail No. EL 265 832 652 US



12-02-1999



Attorney Docket Number  
9118-037-999

TO THE HONORABLE

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ADEMARKS

Washington, DC 20231

MRD 11/24/99

Please record the attached original documents or copy thereof.

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|--|--|--|--|
| <p>1. Name of conveying party(ies):<br/><b>ALEXANDER MASHINSKY and DANIEL JITZCHAK MAYER</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>   |  | <p>2. Name and address of receiving party(ies):<br/>Name: <u>ANIP, Inc.</u><br/>Address: <u>c/o CSC Services of Nevada, Inc.</u><br/><u>502 East John Street</u><br/><u>Carson City, Nevada 89706</u><br/>Country (if other than USA): _____</p> |  |
| <p>3. Nature of conveyance:<br/><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br/><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br/><input type="checkbox"/> Other _____<br/>Execution Date: _____</p>  |  |  |  |
| <p>4. Application number(s) or patent number(s):<br/>If this document is being filed together with a new application, the execution date of the application is: _____<br/>A. Patent Application No.(s) <u>09/368,828</u> B. Patent No.(s) _____<br/>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |  |  |  |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:<br/><br/>PENNIE &amp; EDMONDS LLP<br/>1155 Avenue of the Americas<br/>New York, NY 10036</p>  |  | <p>6. Number of applications and patents involved: <u>1</u><br/>7. Total fee (37 CFR 3.41):.....\$ <u>40</u><br/>Please charge to the deposit account listed in Section 8.<br/>8. Deposit account number:<br/><u>16-1150</u></p>                 |  |

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

|  |                           |                                      |                         |
|--|---------------------------|--------------------------------------|-------------------------|
| <u>Francis E. Morris</u><br>Name of Person Signing | <u>24,615</u><br>Reg. No. | <u>Francis E Morris</u><br>Signature | <u>11-24-99</u><br>Date |
| Total number of pages including cover sheet:       |                           |                                      | <u>3</u>                |

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

12/01/1999 DNGUYEN 00000306 161150 09368828  
01 FC:581 40.00 CH

## ASSIGNMENT

WHEREAS, WE, ALEXANDER MASHINSKY and DANIEL JITZCHAK MAYER, ASSIGNORS, citizens of Israel and the United States, respectively, residing at 495 West End Ave. Apt. 8H, New York, NY 10023, and 9 Apple Tree Lane, Warren, New Jersey 07059, respectively, are the inventors of the invention in Assigning Telecommunications Services to Matchable Classes for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ \_\_\_\_\_

☒ which is identified by Pennie & Edmonds LLP docket no. 9118-037

☒ which was filed on August 5, 1999, Application No. 09/368,828

and WHEREAS, ANIP, Inc., a Nevada Corporation, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 24/11/99, 1999 \_\_\_\_\_ L.S.

Date \_\_\_\_\_, 1999 \_\_\_\_\_ L.S.

State of New York )  
County of New York ) SS.:

In the State of New York, county of New York, on 11/24/99, before me, Shay Crawford, Notary Public, personally appeared Alexander Mashinsky, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Shay Crawford  
SHAY CRAWFORD  
Notary Public, State of New York  
No. 01CR6017957  
Qualified in Westchester County  
Commission Expires December 21, 20 00

## ASSIGNMENT

WHEREAS, WE, Alexander Mashinsky and Daniel Jitzchak Mayer, ASSIGNORS, citizens of Israel and the United States, respectively, residing at 495 West End Avenue, Apt. 8H, New York, New York, 10023, and 9 Apple Tree Lane, Warren, New Jersey 07059, respectively, are the inventors of the invention in ASSIGNING TELECOMMUNICATIONS SERVICES TO MATCHABLE CLASSES for which we have executed an application for a Patent of the United States

☒ which is executed on ☐ even date herewith or ☒ August 5, 1999

☒ which is identified by Pennie & Edmonds LLP docket no. 9118-037

☒ which was filed on August 5, 1999, Application No.:

and WHEREAS, ANIP, Inc., a Nevada Corporation, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date \_\_\_\_\_, 1999 \_\_\_\_\_ L.S.

Date 9/27, 1999 Daniel J. Mayer L.S.

State of New York )  
County of Kings ) SS.:

In the State of New York, county of Kings, on 9/27/99, before me, Joan Maffettone, Notary Public, personally appeared DANIEL JITZCHAK MAYER personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Joan Maffettone

JOAN MAFFETTONE  
Notary Public, State of New York  
No. 24-01MA4912958  
Qualified in Kings County  
Commission Expires November 23, 1999